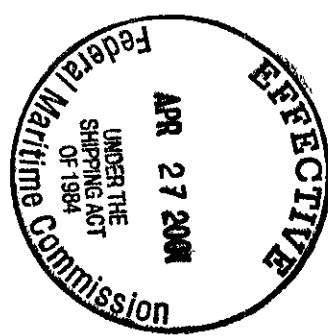


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EX-110  
CLASSIFICATION  
Original Title Page  
Third Edition



NAME: OCEAN CARRIER EQUIPMENT MANAGEMENT ASSOCIATION

FMC NO.: 202-011284-048

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT

EXPIRATION DATE: NONE

RESTATEMENT OF AGREEMENT

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Ocean Carrier Equipment  
Management Association  
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ARTICLE 1:      FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Ocean Carrier Equipment Management Association ("OCEMA").

ARTICLE 2:      PURPOSE OF AGREEMENT

The purpose of this Agreement is to permit the parties to discuss, evaluate and reach agreement with respect to matters pertaining to the interchange, transportation, use and operation of carrier equipment in the United States.

ARTICLE 3:      PARTIES TO THE AGREEMENT

The parties to this Agreement are listed in Appendix A hereto. See also Article 7.1.

ARTICLE 4:      GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement covers the trades between all United States ports, and all U.S. points served via those ports, (including, without limitation, ports and points in Puerto Rico and U.S. territories and possessions), and ports and points in all other countries worldwide (hereinafter the "Trade").

ARTICLE 5:      AGREEMENT AUTHORITY

5.1 Under this Agreement, two or more of the parties are authorized, but not required to meet, discuss and agree upon all matters in the Trade relating to the interchange of carrier

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equipment with shippers and/or consignees, their agents or subcontractors, and other persons or entities including: uniform or differential terms pertaining to insurance, liability for loss or damage (whether of or to equipment, or the person or property of third parties) maintenance and repair, credit, billing, and collection practices, terminal handling and destination delivery charges, free time, detention and demurrage charges; other charges, surcharges, or assessments to shippers, consignees or their agents relating to the storage, repositioning, handling, availability, interchange, or use of equipment stored at port or inland terminals or at facilities operated by shippers or other entities, or moving between U.S. ports and inland locations, or between inland locations in the U.S.; the pass through of all or portions of any charges, surcharges or assessments imposed in the U.S. by inland carriers, terminals, ports, or governmental or public bodies on the use, storage, or transport of loaded or empty containers; terms of equipment interchange agreements; and all conditions, classifications, rules, and practices pertaining to the availability, lease, use, delivery, acceptance, interchange, refusal, handling, documentation, transfer, storage, inland transportation, and delivery of equipment whether or not moving under through bill of lading or otherwise, by direct service or transshipment, and whether moving under conference or

individual tariffs, service contracts or otherwise, including the terms of bills of lading, service contracts, or tariffs relating to the foregoing.

5.2 The parties may exchange information, statistics, reports, studies and other data pertaining to matters within the scope of Article 5.1.

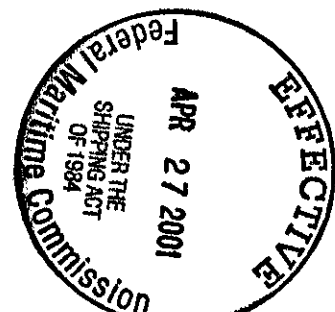
5.3 Without limitation, any agreement reached on tariff rate or service items

shall be a matter of voluntary adherence by each party and nothing in this Agreement shall prevent any party from departing from such agreement at any time with notice to the Agreement.

5.4 The parties may agree upon any routine administrative matters relating to the operation or implementation of this Agreement. The parties shall allocate costs incurred hereunder and pay their respective shares thereof in a timely manner. Any member that withdraws from the Agreement shall be responsible to pay its share of Agreement expenses, including but not limited to Agreement dues and the cost of any Agreement policing program, through the period ending ninety (90) days following the effective date of its withdrawal. Payment of such amounts shall be due at the same time payment is due from the other members of the Agreement.

5.5 For purposes hereof, references to "equipment" shall mean containers, trailers, chassis, and other intermodal equipment.

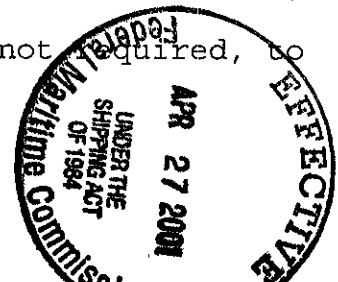
5.6 Voluntary agreements reached hereunder may be published in the applicable tariffs or service contracts of the parties. The parties are authorized to discuss, share



information, and reach agreements with respect to matters within the subjects included in Article 5 hereof which are pending before or were decided by other carrier agreements to which one or more of the Parties hereto are a party. The parties are further authorized to agree to adopt similar provisions for their respective agreement or individual tariffs or service contracts or to recommend actions to other agreements through common members. If a party's applicable tariff or service contract is published or authorized by a conference or other carrier agreement filed with the FMC, such party may bring the agreement reached hereunder to the conference or agreement for consideration and adoption by it. The parties may agree to publish a tariff(s) under the auspices of the Agreement covering subjects authorized by this Article in which all of the parties may participate.

5.7 Subject to Article 5.3 hereof, the parties are authorized to enter into implementing and interstitial arrangements, writings, understandings, procedures and documents within the scope of the authorities set forth in this Article 5 in order to carry out the authorities and purpose hereof.

5.8 Subject to the Shipping Act of 1984, as amended, two or more of the parties are authorized, but not required, to meet with the owners or operators of



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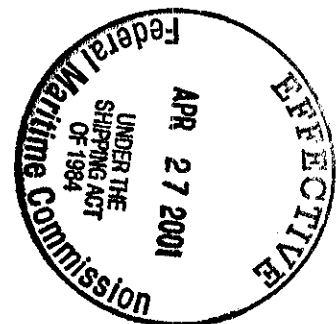
inland depots, equipment pools, or inland terminals to discuss, negotiate, and agree upon matters, including rates, terms, conditions, procedures, and charges related to the use of inland depots, pools, and terminals, and the use, receipt, lease, storage, repair and interchange of equipment. Subject to the Shipping Act of 1984, as amended, two or more of the parties are authorized, but not required, to meet with the owners or operators of rail and motor carriers to discuss, negotiate, and agree upon matters, including rates, terms, conditions, procedures, and charges related to the use and establishment of inland depots, pools, and terminals, and the use, receipt, lease, storage, repair and interchange of equipment. Subject to any restrictions in the Shipping Act of 1984, as amended, the parties may also discuss, negotiate and agree upon joint contracts, joint purchase and joint lease of inland transport services, inland depot services, pools, equipment, terminals, and other facilities. The Parties are authorized to meet, discuss and agree among themselves on matters included in this paragraph; provided, however, that notwithstanding any other provision hereof, this Agreement does not authorize the parties to negotiate, agree upon, or jointly contract for freight rates or compensation to be paid by the parties to motor carriers and/or port truck drivers.

5.9 In furtherance of the authority contained in



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Management Association  
FMC No. 202-011284-36  
Original Page No. 6A  
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Article 5, the parties are authorized to obtain, compile, maintain, and exchange among themselves, information related to any aspect of inland transport, inland depots, pools, terminals and/or equipment use. Such information may include records, statistics, studies, compilations, projections, costs, and



documents of any kind or nature whether prepared by the parties or obtained from outside sources relating to matters authorized by Article 5.

5.10(a) The parties are authorized to discuss, agree upon, adopt, revise, and implement voluntary guidelines relating to the terms and procedures of individual service contracts on subjects authorized by Article 5.1. Any such voluntary guidelines adopted by the parties shall explicitly state that the parties have the right not to follow the guidelines and shall be submitted confidentially to the Federal Maritime Commission.

(b) Any committee recommendations to the Agreement to adopt or increase charges, surcharges, or assessments to shippers or consignees, whether or not relating to individual service contracts, will be submitted confidentially to the Federal Maritime Commission.

5.11 The parties are authorized to discuss and agree upon a standard tariff for matters relating to Article 5.1 and the Parties' individual service contract terms. The Parties are also authorized to discuss and agree upon standard bill of lading terms for cargo and equipment damage.

5.12 The parties are authorized but not required to incorporate the Agreement as a non-profit corporation under the laws of the District of Columbia with all of the rights and

authorities permitted for such entities under D.C. law. When established, no stock shall be issued or dividends paid, and no part of the income of the corporation shall be distributed to the members, directors, officers or any party to this Agreement. All members of the Agreement will be members of the corporation.

5.13 The parties are authorized but not required to meet, discuss, share information and agree upon matters including, but not limited to, the establishment of rates, terms, conditions, procedures and charges related to the creation and operation of equipment pools at port and inland terminals and depots, and the contribution, use, receipt, lease, storage, repair, inspection, maintenance, interchange and tracking of pooled equipment. The parties may also form, own and operate corporations, limited liability companies, holding companies or other entities, formed either for profit or not for profit, to establish, own and/or operate equipment pools or pool-owning companies. Such pools may be operated directly by a company formed hereunder or through contracts with third party pool management entities. The parties and any two or more of the owner, operator, users and/or contributors of a pool established hereunder may also discuss and agree on the distribution or use of pool revenues in excess of costs, assessments to cover deficits in pool operations or other pool obligations; liability, indemnity and insurance requirements for users, contributors, pool vendors, and inland carriers; removal of

equipment deemed excess to pool requirements; and the lease of additional equipment to meet pool demands.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF  
AUTHORITY

6.1 From time to time, the parties shall designate a chairman and vice chairman from among the

members. The Chairman shall officiate at full meetings of the parties. The parties may appoint a Secretary to act as administrator of the Agreement. The parties may also form committees to focus on matters authorized under Article 5.

6.2 In addition to the Chairman and Secretary, Agreement counsel (including attorneys with Counsel's law firm) shall have the authority to execute and file this Agreement, any modifications to this Agreement, and any forms in support of the foregoing on behalf of the parties, upon appropriate vote taken by the parties.

6.3 There shall be a Senior Steering Committee ("SSC") comprised of the Chairman, Vice Chairman and one representative from each member line. The SSC shall have the authority to act on behalf of the Agreement with respect to admission or expulsion of members, payment of Agreement expenses, special assessments and dues, amendments to the Agreement, and other agreement administrative matters. The SSC is authorized to retain consultants, attorneys, or accountants on behalf of the Agreement and may also act on behalf of the Agreement on pending legislative or regulatory matters. The SSC may delegate any matter under its authority to a special or permanent subcommittee of the SSC for review and/or decision making. Each member of the agreement shall have one vote on the SSC. A quorum to conduct

business at SSC meetings (including polls and conference calls ) shall be two-thirds (2/3) of the SSC membership and decisions may be taken by majority vote of two-thirds (2/3) of the parties.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL AND EXPULSION

7.1 Membership - Any ocean common carrier in the Trade or any agreement of ocean common carriers formed under section 4 of the Shipping Act of 1984, as amended, is eligible for membership in this Agreement. In the event an agreement of ocean common carriers becomes a party hereto, all members of such agreement shall also individually be listed in Appendix A hereto and shall be deemed parties hereto for purposes of all activities undertaken pursuant to Articles 5 and 8.1 hereof.

7.2 Withdrawal - Any party may withdraw from this Agreement at any time by thirty (30) days prior written notice to the Agreement.

7.3 Expulsion - A party may be expelled from this Agreement for a material breach of this Agreement or failure to maintain an ocean common carrier service in the Trade.

ARTICLE 8:        VOTING

8.1 Except as provided for in Articles 6.3, any consensus or agreement reached by the parties shall be a matter of voluntary adherence by those parties choosing to so agree. An agreement reached may include all or any portion of the membership.

8.2 Senior Steering Committee - See Article 6.3.



8.3 At least two business days written notice shall be given to the parties of meetings of the Agreement unless waived by three quarters of the parties entitled to vote.

8.4 The parties may appoint committees from time to time to review and make recommendations to the Agreement on any matters within the scope of the Agreement. The parties may also meet and reach agreements in such committees.

ARTICLE 9:      DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall continue in effect indefinitely, and the parties may terminate the Agreement at any time.

ARTICLE 10:    POLICING

At the request of any party, the Agreement shall engage

the services of an independent neutral body to fully police the obligations of the Agreement and the parties. The neutral body may provide consulting services for the Agreement whereby it reviews the members' systems for monitoring, billing and collecting free time and detention and provides suggestions and recommendations with respect to those systems. In connection with such consulting, the members shall cooperate with the neutral body by providing information and records with respect to their systems.

ARTICLE 11:      PROHIBITED ACTS

The Agreement shall not engage in conduct prohibited by Section 10(c)(1) or 10(c)(3) of the Shipping Act of 1984.

ARTICLE 12:      CONSULTATION

Shippers' requests and complaints may be submitted directly to any party for consideration by the Agreement. A shipper's request or complaint shall be considered by the Agreement and the Agreement shall promptly thereafter notify the shipper of its decision. By action of the parties, the Chairman or Secretary may consult with shippers to prevent and eliminate malpractices and resolve disputes commercially.

ARTICLE 13:      INDEPENDENT ACTION

See Articles 6.3 and 8.1.

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Management Association  
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Appendix A-Eleventh Revised Page 1  
Third Edition

PARTIES TO AGREEMENT

1. A.P. Moller-Maersk A/S trading under the name of Maersk Line  
50, Esplanaden  
DK-1098 Copenhagen, Denmark
- \*2.a. APL Co. Pte Ltd
- b. American President Lines, Ltd.  
1111 Broadway  
Floor 9  
Oakland, California 94607
3. Intentionally Left Blank

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\* Parties shall be treated as one party for all purposes under this Agreement.

Ocean Carrier Equipment  
Management Association  
FMC No. 202-011284-060  
Appendix A-Fifth Revised Page 1A  
Third Edition

4. CMA CGM S.A. ("CMA CGM")  
4, Quai D'Arenc  
P.O. Box 2409  
13215 Marseilles Cedex 02  
France
- \*5.a. Compania Sud Americana de Vapores, S.A.  
Plaza Sotomayor 50  
2360171 Valparaiso, Chile
- b. Companhia Libra de Navegacao  
Plaza Sotomayor 50  
P.O. Box 49-V  
Valparaiso, Chile
- c. Montemar Marítima S.A.  
Plaza Sotomayor 50  
P.O. Box 49-V  
Valparaiso, Chile
- d. Norasia Container Lines Limited  
Plaza Sotomayor 50  
P.O. Box 49-V  
Valparaiso, Chile
6. Cosco Container Lines Company Limited  
1551-1555, Chang Yang Road  
Shanghai, 200090  
People's Republic of China
7. Evergreen Marine Corp. (Taiwan) Ltd.  
60 Columbia Road Bldg. B  
Morristown, NJ 07960
8. Hamburg-Sudamerikanische  
Dampfschiffahrtsgesellschaft KG  
Willy Brandt-Strasse 59  
20457 Hamburg, Germany
9. Hanjin Shipping Co., Ltd.  
25-11, Yoido-dong, Youngdeungpo-Ku  
Seoul, Korea

Ocean Carrier Equipment Management  
Association  
FMC No. 202-011284-060  
Appendix A - Original Page 1B  
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- \*10.a. Hapag-Lloyd AG  
Ballindamm 25  
20095 Hamburg, Germany
- b. Hapag-Lloyd USA LLC  
401 East Jackson Street, Suite 3300  
Tampa, FL 33602
- 11. Hyundai Merchant Marine Co., Ltd.  
2-15<sup>th</sup> Floor, Mukyo Hyundai Building  
96, Mukyo-Dong, Chung-ku  
Seoul, Korea
- 12. Mitsui O.S.K. Lines, Ltd.  
Minato-ku  
Tokyo 105-91, Japan
- 13. Nippon Yusen Kaisha Line  
3-2, Marunouchi 2-Chome,  
Chiyoda-ku  
Tokyo 100, Japan

PARTIES TO AGREEMENT

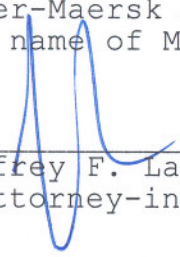
14. Orient Overseas Container Line Limited  
31/F, Harbour Centre  
Wanchai, Hong Kong
15. Crowley Maritime Corporation  
9487 Regency Square Boulevard  
Jacksonville, Florida 32225
16. Yang Ming Marine Transport Corp.  
271 Ming De 1<sup>st</sup> road, Chidu ,  
Keelung, Taiwan 206, R.O.C.
17. Kawasaki Kisen Kaisha, Ltd.  
Hibiya Central Building  
2-9, Nishi-Shinbashi 1-Chome  
Minato-ku, Tokyo 105-91  
Japan
18. Atlantic Container Line  
194 Wood Avenue South, Suite 500  
Iselin, New Jersey 08830-4120



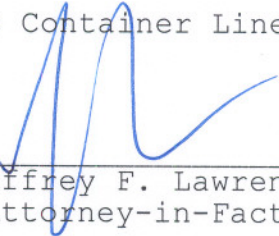
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties to Agreement No. 202-011284  
hereby agree this 20<sup>th</sup> day of October, 2006, to amend the  
Agreement as per the attached pages and to file same with the  
U.S. Federal Maritime Commission.

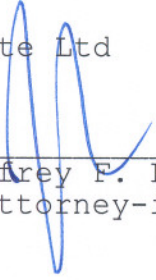
A.P. Moller-Maersk A/S trading  
under the name of Maersk Line

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

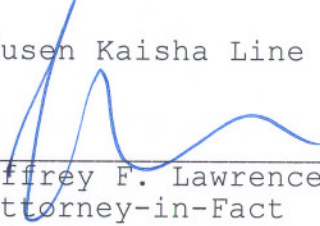
Atlantic Container Line

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Title: Attorney-in-Fact

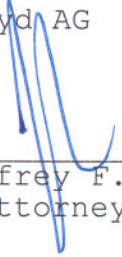
APL Co. Pte Ltd

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Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

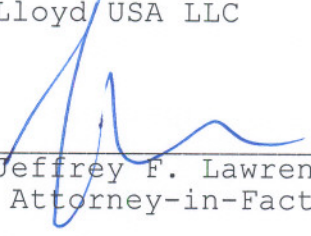
Nippon Yusen Kaisha Line

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

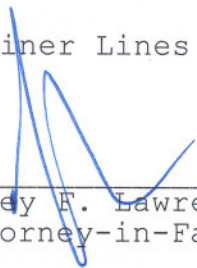
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By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

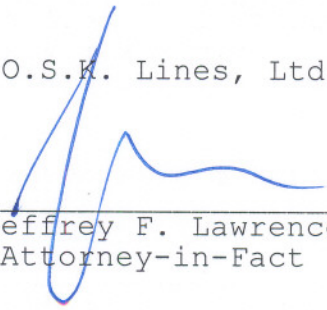
Hapag-Lloyd USA LLC

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

Cosco Container Lines Company  
Limited

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

Mitsui O.S.K. Lines, Ltd.

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

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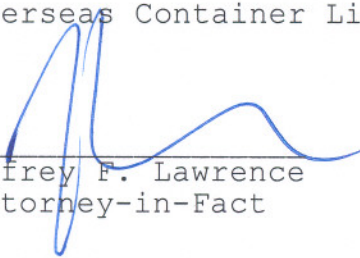
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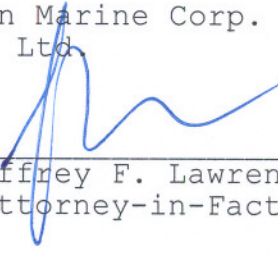
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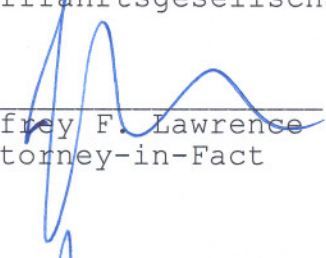
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Limited

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Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

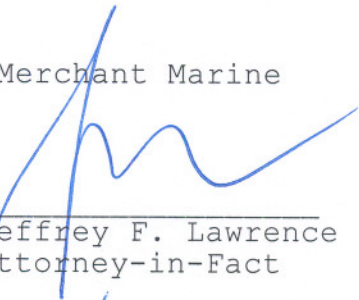
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(Taiwan) Ltd.

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Title: Attorney-in-Fact

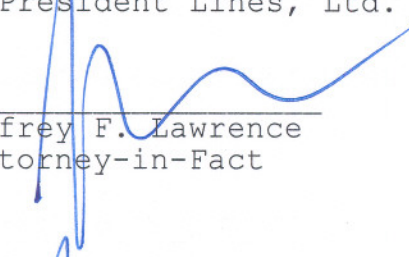
Hamburg Sudamerikanische  
Dampfschiffahrtsgesellschaft  
KG

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

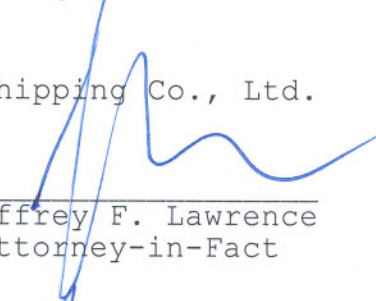
Hyundai Merchant Marine  
Co. Ltd.

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Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

American President Lines, Ltd.

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

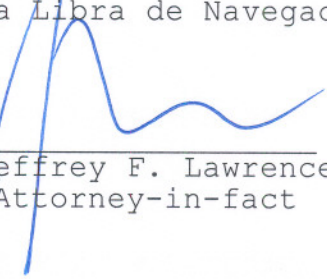
Hanjin Shipping Co., Ltd.

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

Compania Sud Americana de  
Vapores, S.A.

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

Companhia Libra de Navegacao

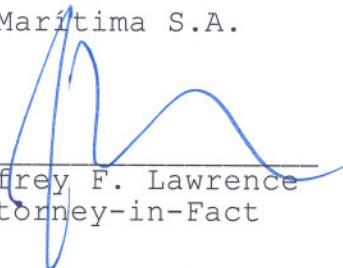
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Title: Attorney-in-fact



Ocean Carrier Equipment  
Management Association  
FMC No. 202-011284-060

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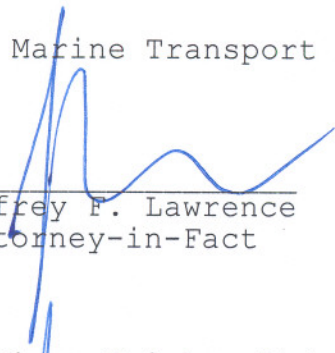
Montemar Marítima S.A.

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Title: Attorney-in-Fact

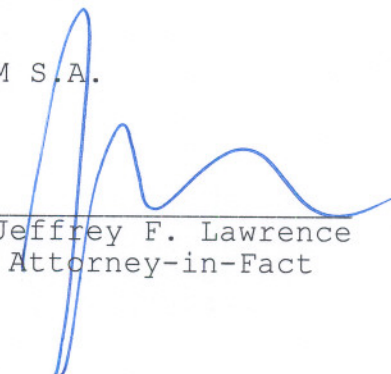
Norasia Container Lines  
Limited

By:   
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Title: Attorney-in-fact

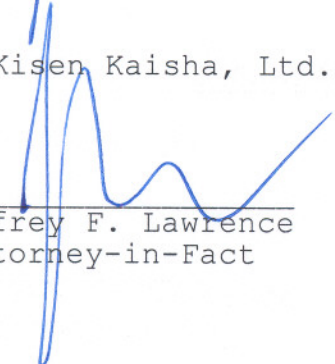
Yang Ming Marine Transport Corp.

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

CMA CGM S.A.

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact

Kawasaki Kisen Kaisha, Ltd.

By:   
Name: Jeffrey F. Lawrence  
Title: Attorney-in-Fact